

The complaint

Mrs S has complained that Assurant General Insurance Limited unfairly and unreasonably didn't accept that she had not received her replacement phone when she made a claim under her mobile phone policy.

References to Assurant include its courier partners.

What happened

Mrs S made a claim to Assurant as her mobile phone had been stolen. Assurant accepted her claim and agreed to send her out a replacement phone. Mrs S asked Assurant to deliver the replacement phone to a local shop for her to pick it up from there.

Assurant said it duly had its courier partner deliver the replacement phone to this shop. Mrs S said when she collected the package, there was no phone inside, only a charger and some other miscellaneous items, a notebook and a sim removing tool.

So Mrs S complained. Assurant was clear that when her replacement phone left its warehouse it was properly packaged. This was confirmed by the photo its courier partner took on delivery to the shop where Mrs S was going to pick up her replacement phone. So it didn't think it had done anything wrong.

Mrs S remained dissatisfied and brought her complaint to us. She thought Assurant could just block the replacement phone and provide another one to her. But investigator was of the view that Assurant had done anything wrong. Mrs S remained unhappy so her complaint has been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'm not upholding this complaint. I do appreciate that Mrs S will be very disappointed, so I'll now explain why.

Essentially in order to find that Assurant did something wrong, I need to show that it didn't adhere to the policy conditions and that doesn't appear to be the case here. It clearly accepted Mrs S' claim and delivered her replacement phone to the shop that Mrs S had designated as the delivery address.

The investigator interrogated Assurant on how its warehouse works so as to understand why it was so sure the replacement phone was in Mrs S' package when it was delivered to the shop address which was her chosen delivery address.

Given the warehouse has millions of pounds worth of phones, it operates under very strict security principles a little like airport security does. Assurant said its building is newly constructed and is a purpose built secure facility. Employees aren't allowed to bring in personal devices and all items leaving the building are scanned too. So the only route for devices to enter and leave the building is through the approved delivery doors.

The phones are packaged in secure phone boxes, and packed, labelled and sealed, ready for dispatch. The weight is checked too. Mrs S' phone weighed about 233 grams and the operatives are used to handling this weight so would have noticed if there was nothing in the box. With all the packaging and box, the photographs clearly show the package weighed 5 kilos. Unique tamper proof tape is also used to seal the outer packaging. The phone's IMEI number is also scanned and recorded which proves the right phone is in the right box. The delivery label identified this when it was last scanned and the photograph the courier took on handing over the package shows it was undamaged.

Assurant also said it doesn't provide accessories when despatching a replacement phone so no charger would have even been in the package to start with.

So from all of this evidence, it is apparent to me that the box photographed in the shop by the courier on delivering it was in the same state it left the warehouse. On balance given the extensive security systems in place in Assurant's warehouse, I consider it's more likely than not the package wasn't tampered with by the time it reached the shop which Mrs S chose as her delivery address.

Once the phone is delivered to the policyholder's chosen delivery address being this shop, it's clear that Assurant can't be held responsible for anything that might have happened thereafter. Assurant has also confirmed that Mrs S' phone is not in its warehouse. Mrs S mentioned that her package looked like it had been opened by someone and repacked. Given Assurant's secure packaging protocol I consider this most likely happened after Assurant's courier partner delivered the package, as glue isn't used in its packaging. Assurant said there is no point in blocking the phone, as that doesn't stop it being in other countries other than the UK.

In conclusion, I'm satisfied on balance that due to Assurant's security measures in its warehouse, it's more likely than not that Mrs S' phone was delivered to her chosen delivery address. Assurant then has no responsibility for the phone once that's achieved. Therefore I consider Assurant hasn't done anything wrong here.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 9 January 2026.

Rona Doyle
Ombudsman